

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
by and between  
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN<sup>1</sup>  
AND  
TIME WARNER TELECOM OF WISCONSIN, L.P.**

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement") approved June 19, 2002 by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin f/k/a AM-WI (referred to herein as "TELCO" or SBC Wisconsin) and Time Warner Telecom of Wisconsin, L.P. ("TWTC") is hereby amended.

The Parties further acknowledge that they executed an Amendment, Directory Assistance Error Correction in February 2003, approved by the Commission on April 17, 2003 and such amendment is now expressly being revised and superseded by this Directory Assistance Error Correction and Directory Assistance Appendix Amendment.

Whereas, TWTC's directory assistance listings for its end users are included in TELCO's Directory Assistance Database; and

Whereas, occasionally TWTC's directory assistance listings will contain obvious grammatical and spelling errors; and,

Whereas, the TWTC desires that TELCO advise it of such grammatical and spelling errors and temporarily fix such errors; and

Whereas, TELCO is willing to do so pursuant to the terms and conditions set forth below.

It is therefore agreed in consideration of the mutual promises contained herein that the Directory Assistance Appendix – Section 6 of the Interconnection Agreement is amended in the following respects:

**1.0 AMENDMENTS TO THE AGREEMENT**

- 1.1 On and after the Amendment Effective Date, which shall mean the date on which this Amendment is approved by the Commission under Section 252(e) of the Act, the Agreement is hereby amended to add the Appendix DA (Directory Assistance) and the following new provisions to the Directory Assistance Appendix – Section 6 of the Agreement:

"TELCO may from time to time contact TWTC's Directory Group regarding what appears to be an obvious or potential grammatical or spelling error with an individual TWTC end user listing in the

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<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

TELCO Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. TWTC agrees that TELCO may temporarily change the end user listing in the DA database, until the TWTC submits a service order to correct the listing.

After such notification from TELCO, TWTC agrees to submit a service order to correct the directory listing, which will result in ultimately correcting the end user listing in the DA database or advise TELCO that the listing is correct. If the TWTC fails to submit a change within 30 days of notification, TELCO will remove the temporary listing from the DA database and the listing will remain as is. TELCO will follow up with TWTC once within the thirty-day period, if no service order has been issued prior to removing the temporary change.

TWTC agrees TELCO has no obligation to verify a DA listing and assumes no responsibility to identify errors. TELCO will not search for DA listing errors, nor provide for verification of DA listings. TWTC further agrees TELCO has no liability to TWTC in identifying errors in the DA database or notifying TWTC of errors. TWTC further agrees that TELCO shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. TWTC further agrees to indemnify, defend, and hold TELCO harmless from any and all third party claims arising from TELCO temporarily correcting an obvious or potential error, and/or TWTC's failure to timely submit a correcting service order, except where TELCO acted with gross negligence or willful misconduct."

- 1.2 Add Appendix Pricing Table regarding Appendix DA.

## **2.0 MISCELLANEOUS**

- 2.1 The Agreement, as amended hereby, shall remain in full force and effect. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall otherwise specifically note.
- 2.2 This Amendment shall be deemed to be a contract made under and governed by the Act and the domestic laws of the State of Wisconsin, without reference to conflict of law provisions.
- 2.3 This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- 2.4 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OR THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- 2.5 This Amendment shall be filed with and subject to approval by the State Commission.
- 2.6 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

- 2.7 This Amendment constitutes the entire Amendment between the Parties and supersedes all previous proposals, both verbal and written.
- 2.8 In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: the United States Supreme Court's opinion in *Verizon v. FCC, et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, released on August 21, 2003, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 (FCC 03-36) and the FCC's Biennial Review Proceeding which the FCC announced, in its Triennial Review Order, is scheduled to commence in 2004; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking on the topic of Intercarrier Compensation generally, issued In the Matter of Developing a Unified Intercarrier Compensation Regime, in CC Docket 01-92 (Order No. 01-132), on April 27, 2001. Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), **TELCO** shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. To the extent provided by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders, the preceding sentence includes without limitation that **TELCO** shall not be obligated to provide combinations (whether considered new or existing) or commingled arrangements involving **TELCO** network elements that do not constitute required UNEs under 47 U.S.C. § 251(c)(3) (including those network elements no longer required to be so unbundled), or where UNEs are not requested for permissible purposes. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Wisconsin Bell, Inc. d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and Time Warner of Wisconsin, L.P., signing by and through its duly authorized representative.

**Time Warner Telecom of Wisconsin, L.P.**

**By: Time Warner Telecom General Partnership, its  
general partner**

**By: Time Warner Telecom Holdings, Inc., its  
managing general partner**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin**

**By SBC Telecommunications, Inc.,  
Its authorized agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: *For/* President – Industry Markets

Date: \_\_\_\_\_

**AECN/OCN # \_\_\_\_\_**